



SHERYL L. SPILLER  
Director

County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**  
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## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

June 18, 2013

21 June 18, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AUTHORIZE THE EXECUTION OF AMENDMENT NUMBER FIFTEEN  
TO THE LOS ANGELES ELIGIBILITY, AUTOMATION DETERMINATION, EVALUATION AND  
REPORTING SYSTEM INFORMATION TECHNOLOGY AGREEMENT WITH UNISYS  
CORPORATION  
(ALL DISTRICTS - 3 VOTES)**

**SUBJECT**

This is a joint recommendation by the Department of Public Social Services (DPSS) and the Chief Information Officer that the Board approve Amendment Number 15 to the Los Angeles Eligibility, Automation Determination, Evaluation and Reporting (LEADER) System Agreement (County Agreement Number 68587) to increase the Total Maximum Contract Sum for the Second Extended Option Term by \$12,201,811 to provide funds for development and implementation of a LEADER interface with the California Healthcare Eligibility, Enrollment and Retention System (CalHEERS). The costs associated with this work will be fully subvented by State and federal revenue and there is no additional net County cost (NCC).

**IT IS RECOMMENDED THAT THE BOARD:**

Approve and instruct the Chairman to sign Amendment Number 15 (Attachment) to County Agreement Number 68587 with Unisys Corporation (Unisys) which will:

Add the obligation to perform work related to development and implementation of CalHEERS interface to the LEADER System Agreement and increase the Total Maximum Contract Sum for the Second Extended Option Term from \$113,674,095 to \$125,875,906, and the aggregate total Maximum Contract Sum from \$455,176,732 to \$467,378,543.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

### **CalHEERS**

In March 2010, the Patient Protection and Affordable Care Act of 2010 (ACA) was passed by Congress and signed by the President. The ACA calls for the establishment of Health Benefit Exchanges in every State. The State Exchanges are intended to provide access to health care subsidies designed to reduce the cost of health coverage. In addition, the ACA expands Medi-Cal eligibility to childless adults with incomes up to 138 percent of the federal poverty level. These Exchanges are intended to provide US citizens and legal residents with access to affordable health coverage; allow individuals, families, and small employers to evaluate their health plan options; help people apply for publicly-subsidized health coverage programs; and facilitate enrollment in health coverage that best meets their needs.

The State of California has elected to develop and deploy its own centralized system to support its Exchange, called CalHEERS, which will provide Californians with access to the health coverage opportunities that will be available under ACA. The system will include an internet portal where individuals and small employers can sign up for health coverage for themselves or their employees, and identify what subsidies are available. The system will allow enrollees to shop for and compare plans based on price, benefits, out-of-pocket costs, and plan quality measures. The State of California requires the Statewide Automated Welfare Systems, such as the LEADER System, to interface with CalHEERS to share information on the ACA-related eligibility results and case data. DPSS anticipates completing the design, development, testing, and full implementation of the CalHEERS interface by late December 2013.

### **Implementation of Strategic Plan Goals**

These recommendations are consistent with the principles of the Countywide Strategic Plan, Goal 1: Operational Effectiveness: Maximize the effectiveness of processes, structure and operations to support timely delivery of customer-oriented and efficient public services.

## **FISCAL IMPACT/FINANCING**

Amendment Number 15 increases the aggregate total Maximum Contract Sum from \$455,176,732 to \$467,378,543.

### **Costs for Fiscal Year 2013-14**

The total estimated costs for Amendment Number 15 in Fiscal Year (FY) 2013-14 are \$12,201,811. These costs will be fully subvented by State and federal revenue and there is no additional NCC. The additional revenue will be included in the Department's FY 2013-14 final changes budget request.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Statement of Work (Exhibit A) for this Amendment contains the deliverables, activities, and work products that support the design, development, testing, and implementation of the CalHEERS interface with the LEADER System, as well as a breakdown of the associated costs. Payment to Unisys for the work and services performed/delivered for the CalHEERS interface will be made upon completion and acceptance of each deliverable at the price defined for each deliverable, less a 15 percent withhold. All withholds will be paid after County approval of all deliverables and

subdeliverables of new Task 16.0 which addresses the CalHEERS interface, and after all software modifications have performed in substantial compliance with County-approved specifications for a period of 30 consecutive days following installation of the software modifications in the LEADER System production environment.

This Board letter was reviewed by the Chief Executive Office and County Counsel. The associated Amendment was reviewed and approved as to form by County Counsel. As with the existing LEADER System Agreement and its previous amendments and modification notices, outside counsel, Mitchell, Silberberg & Knupp LLP, also reviewed and commented on the Board letter and Amendment in accordance with the Board's policy regarding technology contracts.

All terms and conditions, including information technology provisions which are part of the current Agreement, will continue to apply to the Agreement following execution of the proposed Amendment Number 15.

This is not a Prop A contract and accordingly is exempt from the requirements of the Living Wage Ordinance.

#### State and Federal Approval

The funding approval for Amendment Number 15 has been received from the requisite State and federal agencies.

### **CONTRACTING PROCESS**

Unisys was selected via a competitive solicitation. On September 12, 1995, the Board awarded a seven year and six months contract (with the option for two additional years) to Unisys to provide an automated welfare system. Amendment Number Three and Amendment Number Four approved by the Board extended the seven year and six months contract term by two years to April 30, 2005, making the Initial Term of the LEADER System Agreement nine years and six months. On March 15, 2005, the Board approved Amendment Number Ten to extend the contract term for the optional two years, from May 1, 2005 through April 30, 2007. Amendment Number 12, approved by the Board on January 30, 2007, extended the LEADER System Agreement for four years through April 20, 2011, with four optional one-year extensions that could extend the LEADER System Agreement through April 30, 2015.

On March 15, 2011, the Board approved the County's option to exercise the first two- years of County's Second Extended Option Term, from May 1, 2011 to April 30, 2013, under the LEADER System Agreement. On April 9, 2013, the Board approved the County's option to exercise the last two years of County's Second Extended Option Term, from May 1, 2013 to April 30, 2015, under the LEADER System Agreement. The Agreement is scheduled to expire on April 30, 2015, unless further extended by the County and Unisys. Any future recommendation to extend the LEADER System Agreement beyond April 30, 2015 will be submitted for the Board's consideration and approval in a separate Board letter.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The execution of Amendment Number 15 augments the LEADER System by complying with new State and federal regulations and enhancing services to the participant population.

**CONCLUSION**

Upon the Board's approval, the Executive Officer, Board of Supervisors is requested to return three (3) original signed copies of the Amendment and one adopted stamped Board letter to the Director of DPSS.

Respectfully submitted,



SHERYL L. SPILLER  
Director



RICHARD SANCHEZ  
Chief Information Officer

SLS:RS:ph

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor-Controller  
Chair, Information Systems Commission

**AMENDMENT NUMBER FIFTEEN**  
**TO**  
**INFORMATION TECHNOLOGY AGREEMENT**  
**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**UNISYS CORPORATION**  
**FOR A LOS ANGELES**  
**ELIGIBILITY, AUTOMATED DETERMINATION, EVALUATION AND**  
**REPORTING SYSTEM ("LEADER SYSTEM")**  
**(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

**June 2013**

68587  
Supplement No. 15

**AMENDMENT NUMBER FIFTEEN TO**  
**COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587**

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**EXHIBITS**

Exhibit A (Statement of Work)

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**AMENDMENT NUMBER FIFTEEN TO**  
**COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587**

This Amendment Number Fifteen is entered into by and between the County of Los Angeles (hereafter "COUNTY") and Unisys Corporation (hereafter "CONTRACTOR"), and amends that certain COUNTY Agreement Number 68587, dated September 12, 1995, including Amendment Number One, dated June 17, 1997, Amendment Number Two, dated July 1, 1997, Amendment Number Three, dated March 22, 1999, Amendment Number Four, dated October 10, 2000, Amendment Number Five, dated August 6, 2002, Amendment Number Six, dated May 20, 2003, Amendment Number Seven, dated November 18, 2003, Amendment Number Eight, dated January 27, 2004, Amendment Number Nine, dated November 16, 2004, Amendment Number Ten, dated March 15, 2005, Amendment Number Eleven, dated April 11, 2006, Amendment Number Twelve, dated January 30, 2007, Amendment Number Thirteen, dated November 17, 2009, Amendment Number Fourteen, dated January 8, 2013, Modification Notice Number One, dated February 13, 1996, Modification Notice Number Two, dated February 10, 1998, Modification Notice Number Three, dated April 8, 1999, Modification Notice Number Four, dated September 4, 2001, Modification Notice Number Five, dated April 30, 2002, Modification Notice Number Six, dated December 3, 2002, Modification Notice Number Seven, dated March 29, 2004, and Modification Notice Number Eight, dated January 27, 2012 (hereafter collectively "Agreement").

WHEREAS, in accordance with the terms and conditions of the Agreement, CONTRACTOR has been managing, operating, and performing maintenance, modifications, and enhancements for the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (hereafter "LEADER System");

WHEREAS, implementation of California Healthcare Eligibility, Enrollment and Retention System (CalHEERS) requires modifications to the LEADER system, for the remainder of the Second Extended Option Term;

WHEREAS, this Amendment Number Fifteen amends the Agreement to include the Maximum Contract Sum for CalHEERS Modifications, and correspondingly increase the Total Maximum Contract Sums, for the Second Extended Option Term, to undertake and complete certain Federal and/or State required changes to the LEADER System, including the CalHEERS Modifications; and

WHEREAS, the parties desire to amend the Agreement.

NOW, THEREFORE, pursuant to Subparagraph 49.6 of Paragraph 49.0 (Modification Notices and Amendments) of the Agreement, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. Subparagraph 3.56 (CalHEERS) of Paragraph 3.0 (Definitions) of the Base Agreement is added to read:

“3.56      CalHEERS

State of California’s California Healthcare Eligibility, Enrollment and Retention System. The implementation of the Federal Affordable Care Act for the State of California.”

2. Subparagraph 3.57 (CalHEERS Modifications) of Paragraph 3.0 (Definitions) of the Base Agreement is added to read:

“3.57      CalHEERS Modifications

Modifications and enhancements made to the LEADER System in accordance with Task 16.0 (CalHEERS Modifications) of Exhibit A (Statement of Work) and the requirements defined in Attachment 22 (CalHEERS Modifications Requirements).”

3. Subparagraph 6.8.2.2 of Subparagraph 6.8.2 (Total Maximum Contract Sums During the Second Extended Term and any Second Extended Option Term) of Subparagraph 6.8 (Fixed Price Contract Sums and Charges During the Second Extended Term and any Second Extended Option Term) of Paragraph 6.0 (Contract Sum) of the Base Agreement is amended to read:

“6.8.2.2    The Total Maximum Contract Sum (as determined by aggregating the Maximum Contract Sums specified in Subparagraphs 6.8.3.2, 6.8.5.2, and 6.8.11) for this Agreement during the Second Extended Option Term shall not exceed One Hundred Twenty-Five Million Eight Hundred Seventy-Five Thousand Nine Hundred and Six Dollars and No Cents (\$125,875,906.00).”

4. Subparagraph 6.8.11 (CalHEERS Modifications) of Subparagraph 6.8 (Fixed Price Contract Sums and Charges During the Second Extended Term and any Second Extended Option Term) of Paragraph 6.0 (Contract Sum) of the Base Agreement is added to read:

“6.8.11    CalHEERS Modifications

The Maximum Contract Sum for CalHEERS Modifications (CONTRACTOR’s total designated consideration for the planning, design, coding, testing configuration, and implementation of the CalHEERS Modifications to be provided pursuant to Task 16.0 (CalHEERS Modifications) of Exhibit A (Statement of Work) for this Agreement shall not exceed Twelve Million Two Hundred One Thousand Eight Hundred and Eleven Dollars and No Cents (\$12,201,811.00) payable in accordance with the provisions of Subparagraph 7.9.1 (Invoicing, Payment and Withholds for CalHEERS Modifications Deliverables).”



5. Subparagraph 7.9.1 (Invoicing, Payment and Withholds for CalHEERS Modifications Deliverables) of Subparagraph 7.9 (Invoicing and Payment During the Second Extended Term and any Second Extended Option Term) of Paragraph 7.0 (Invoices and Payments) of the Base Agreement is added to read:

“7.9.1 Invoicing, Payment and Withholds for CalHEERS Modifications Deliverables

CONTRACTOR shall invoice COUNTY and COUNTY will authorize payment of the full price less a fifteen percent (15%) withhold (e.g., eighty-five percent (85%)) as provided in Schedule Z of Exhibit G (Schedule of Payments) for each Deliverable or Subdeliverable to be furnished under Task 16.0 in Section 4.0 (LEADER Tasks and Deliverables) of Exhibit A (Statement of Work), upon receipt and written approval of such Deliverable or Subdeliverable and upon receipt and written approval of each invoice therefore, as provided in Subparagraphs 11.3 and 11.4 of this Agreement.

Upon completion and COUNTY approval of all Deliverables or Subdeliverables for Task 16.0 and after CONTRACTOR'S Task 16.0 modifications to the LEADER System perform in substantial compliance with the COUNTY-approved CalHEERS Specifications for a period of thirty (30) consecutive Days following installation of the CalHEERS Modifications into the LEADER System production environment, CONTRACTOR shall submit one (1) invoice for the total amount of the withholds for Task 16.0 and COUNTY will make one (1) payment for all withholds for Task 16.0.

6. Exhibit A (Statement of Work) is amended by adding thereto pages A-68.92 through A-68.104, each page dated June 2013, attached hereto and incorporated herein by reference.
7. Attachment 4 (Project Assumptions) of Exhibit A (Statement of Work) is amended by adding thereto pages A-68.105 through A-68.106, each page dated June 2013, attached hereto and incorporated herein by reference.
8. Exhibit A (Statement of Work) is amended by adding thereto Attachment 22 (CalHEERS Modifications Requirements), page A-186, dated June 2013, attached hereto and incorporated herein by reference.
9. Exhibit A (Statement of Work) is amended by adding thereto Attachment 23 (Requirements Specifications Document Format), page A-187, dated June 2013, attached hereto and incorporated herein by reference.

10. Exhibit A (Statement of Work) is amended by adding thereto Attachment 24 (Design Specifications Document Format), pages A-188 through A-189, each page dated June 2013, attached hereto and incorporated herein by reference.
11. Schedule Y (Schedule of Payments During Any Second Extended Option Term) of Exhibit G (Schedule of Payments) is deleted in its entirety and revised Schedule Y (Schedule of Payments During Second Extended Option Term), page G-56, dated June 2013, attached hereto and incorporated herein by reference, is substituted in lieu thereof.
12. Exhibit G (Schedule of Payments) is amended by adding thereto Schedule Z (Schedule of Payments for CalHEERS Modifications During Second Extended Option Term), page G-57, dated June 2013, attached hereto and incorporated herein by reference.
13. CONTRACTOR and COUNTY agree that the "Whereas" clauses in this Amendment Number Fifteen are hereby incorporated into this Amendment Number Fifteen as though fully set forth herein.
14. CONTRACTOR represents and warrants that the person executing this Amendment Number Fifteen for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Amendment Number Fifteen and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.
15. Other Provisions of Agreement.

Except as provided in this Amendment, all other terms and conditions of Agreement shall remain in full force and effect.

**AMENDMENT NUMBER FIFTEEN TO**

**COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587**

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Amendment Number Fifteen to COUNTY Agreement Number 68587 to be subscribed by its Chair, and the seal of such Board to be affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Amendment Number Fifteen to be subscribed on its behalf by its duly authorized officer, this 18<sup>th</sup> day of June, 2013.

**COUNTY OF LOS ANGELES**



ATTEST:

SACHI A. HAMAI, Executive Officer  
Clerk of the Board of Supervisors of the  
County of Los Angeles

By: [Signature]  
Deputy

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By: [Signature]  
Deputy

**UNISYS CORPORATION**

By: [Signature]

Name: Caralyn Brace

Title: VP & GM, North America TCIS

APPROVED AS TO FORM:  
JOHN F. KRATTLI  
County Counsel

By: [Signature]  
Truc Moore  
Senior Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS

**21**

**JUN 18 2013**

[Signature] [Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER

## **Exhibit A – STATEMENT OF WORK**

**AMENDMENT NUMBER FIFTEEN TO  
LEADER AGREEMENT WITH UNISYS  
(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)  
EXHIBIT A - STATEMENT OF WORK**

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**A4.16.0 TASK 16.0-CalHEERS MODIFICATIONS**

**DESCRIPTION**

CONTRACTOR's general scope of work to be performed in Task 16.0 shall include:

- The validation of requirements, design, coding, unit testing, system testing, system capacity upgrade, and implementation of all modifications and enhancements to incorporate the requirements identified in Attachment 22 (CalHEERS Modifications Requirements) into the LEADER System.
- Supporting and documenting COUNTY test activities.
- The update of all applicable Software Documentation as defined in Subparagraph 3.29 (Software Documentation) of Paragraph 3.0 (Definitions) of the Base Agreement and update Hardware and Software Requirements previously provided in Subtask 2.2.7 (Finalize Hardware and Software Requirements).

**A4.16.0.1 FORMAL TRANSMITTAL OF DELIVERABLES**

CONTRACTOR shall submit to COUNTY's Project Director an original hard copy of each Task 16.0 deliverable and/or subdeliverable, including all required attachments. CONTRACTOR shall also submit each deliverable and/or subdeliverable, including all required attachments, to COUNTY in a machine-readable (or electronic) format. Each deliverable and/or subdeliverable submitted to COUNTY for review shall have a formal transmittal letter from CONTRACTOR's Project Manager and shall be addressed to COUNTY's Project Director. COUNTY shall respond to CONTRACTOR within five (5) working days of receipt of a deliverable or subdeliverable with COUNTY's formal approval or rejection. Any rejections must state the specific reasons for the rejection by the COUNTY. If no response is received by the CONTRACTOR from the COUNTY

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after five (5) working days, the deliverable and/or subdeliverable will be considered formally approved by the COUNTY. Unless otherwise stated herein, work on subsequent deliverables and/or subdeliverables may proceed prior to formal COUNTY approval of the preceding deliverables and/or subdeliverables. CONTRACTOR's Project Manager shall be responsible for appropriate quality control of deliverables and/or subdeliverables.

**A4.16.1 SUBTASK 16.1 – CREATE THE PROJECT CONTROL DOCUMENT**

CONTRACTOR shall develop a CalHEERS Modifications Project Control Document (PCD) that fully documents the scope of work, schedule, work plan, activities, goods and services required to complete the tasks and subtasks set forth in this Task 16.0, structured as previously provided in Subtask 1.1 (Develop Project Control Document (PCD)).

**A4.16.1.1 SUBDELIVERABLE 16.1 – CalHEERS MODIFICATIONS PROJECT CONTROL DOCUMENT**

CONTRACTOR shall complete Subtask 16.1 (Create the Project Control Document) and deliver the updated PCD to COUNTY's Project Director no later than ten (10) working days after the execution of Amendment Number Fifteen to this Agreement.

**A4.16.2 SUBTASK 16.2 VALIDATE THE CalHEERS MODIFICATIONS REQUIREMENTS**

CONTRACTOR shall conduct a series of joint requirements definition sessions to define, validate, and document the requirements for CalHEERS Modifications outlined in Attachment 22 (CalHEERS Modifications Requirements) for inclusion in the LEADER System. Appropriate CONTRACTOR and COUNTY representatives shall participate in these sessions to discuss, determine, and define the LEADER System requirements for

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the CalHEERS Modifications. At the conclusion of these sessions, CONTRACTOR shall provide detailed Interface Requirements Specifications Document and Application Requirements Specifications Document for the CalHEERS Modifications that will enable COUNTY to validate that the requirements are complete, in accordance with appropriate legislation and decisions made during joint requirements definition sessions, and have been fully understood by CONTRACTOR. The format to be used for the CalHEERS Modifications Interface Requirements Specifications Document and Application Requirements Specifications Document is in Attachment 23 (CalHEERS Modifications Requirements Specifications Document Format).

**A4.16.2 SUBDELIVERABLE 16.2.1 INTERFACE REQUIREMENTS SPECIFICATIONS DOCUMENT**

CONTRACTOR shall complete Subtask 16.2 and deliver to COUNTY's Project Director for approval the Interface Requirements Specifications Document for CalHEERS Modifications in accordance with Subtask 16.2 in the format specified in Attachment 23 (CalHEERS Requirements Specifications Document Format).

**A4.16.2 SUBDELIVERABLE 16.2.2 APPLICATION REQUIREMENTS SPECIFICATIONS DOCUMENT**

CONTRACTOR shall complete Subtask 16.2 and deliver to COUNTY's Project Director for approval the Applications Requirements Specifications Document for CalHEERS Modifications in accordance with Subtask 16.2 and in the format specified in Attachment 23 (CalHEERS Requirements Specifications Document Format).

**A4.16.2 SUBDELIVERABLE 16.2.3 FUNCTIONAL / SYSTEM USE CASES DOCUMENT**

CONTRACTOR shall complete Subtask 16.2 and deliver to COUNTY's Project Director for approval the Functional / System Use Cases Document for CalHEERS Modifications

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**EXHIBIT A - STATEMENT OF WORK**

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in accordance with Subtask 16.2 and in a format mutually agreed upon by COUNTY and CONTRACTOR.

**A4.16.3 SUBTASK 16.3 – UPDATE HARDWARE AND SOFTWARE REQUIREMENTS**

CONTRACTOR shall update, identify and describe all hardware and software required for the operation of the LEADER System as previously provided in Subtask 2.2.7 (Finalize Hardware and Software Requirements). CONTRACTOR shall include all hardware and software specifications for all hardware on each processing tier that is provided by CONTRACTOR. The updated Hardware and Software Requirements Document shall:

- Describe hardware and software usage at each location;
- Identify hardware and software, including operating system specifications;
- Specify amount of hardware and software;
- Identify the location of all the hardware and software;
- Document the design specifications for the CalHEERS Modifications in sufficient detail to enable COUNTY to determine compliance with the Specifications, including, without limitation, all service levels. The CalHEERS Modifications shall replace insufficient technology, in order to support LEADER System growth for the Term of this Agreement.

**A4.16.3.1 SUBDELIVERABLE 16.3 – UPDATED HARDWARE AND SOFTWARE REQUIREMENTS DOCUMENT**

CONTRACTOR shall complete Subtask 16.3 (Update Hardware and Software Requirements) and deliver to COUNTY's Project Director for approval, no later than twenty (20) working days after the execution of Amendment Number Fifteen to this Agreement, the updated Hardware and Software Requirements Document, including,



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without limitation, the specifications for the CalHEERS Modifications in accordance with Subtask 16.3 and the PCD.

**A4.16.4 SUBTASK 16.4 COMPLETE THE CalHEERS MODIFICATIONS  
DESIGN SPECIFICATIONS**

CONTRACTOR shall document the design specifications for each of the COUNTY-approved requirements developed in Subtask 16.2 in sufficient detail to support coding of the changes to the LEADER System. CONTRACTOR shall base the Design Specifications Documents for CalHEERS Modifications on Attachment 24 (CalHEERS Modifications Design Specifications Document Format).

**A4.16.4 SUBDELIVERABLE 16.4.1 INTERFACE DESIGN  
SPECIFICATIONS DOCUMENT FOR CalHEERS MODIFICATIONS**

CONTRACTOR shall complete Subtask 16.4 and deliver to COUNTY's Project Director for approval the Interface Design Specifications Document for CalHEERS Modifications in accordance with Subtask 16.4 and in the format specified in Attachment 24 (CalHEERS Modifications Design Specifications Document Format).

**A4.16.4 SUBDELIVERABLE 16.4.2 APPLICATION DESIGN  
SPECIFICATIONS DOCUMENT FOR CalHEERS MODIFICATIONS**

CONTRACTOR shall complete Subtask 16.4 and deliver to COUNTY's Project Director for approval the Application Design Specifications Document for CalHEERS Modifications in accordance with Subtask 16.4 and in the format specified in Attachment 24 (CalHEERS Modifications Design Specifications Document Format).

**A4.16.5 SUBTASK 16.5 CODE AND UNIT TEST THE CalHEERS  
MODIFICATIONS**

CONTRACTOR shall code and unit test the CalHEERS Modifications based on the

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**EXHIBIT A - STATEMENT OF WORK**

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requirements and design approved in Subtasks 16.2 and 16.4. CONTRACTOR shall update Subdeliverable 2.4.1 (Source Code and Load Modules) and Subdeliverable 2.4.2 (Exec Control Language (ECL) Procedures), as appropriate, to incorporate all changes developed in Task 16.0 (CalHEERS Modifications).

**A4.16.5 SUBDELIVERABLE 16.5.1 INTERFACE CODE AND UNIT  
TEST DEVELOPMENT ARTIFACTS**

CONTRACTOR shall complete Subtask 16.5 and deliver to COUNTY's Project Director the source code, configuration files, and unit test results for CalHEERS Modifications related to the interface with the CalHEERS System.

**A4.16.5 SUBDELIVERABLE 16.5.2 APPLICATION CODE AND UNIT  
TEST DEVELOPMENT ARTIFACTS**

CONTRACTOR shall complete Subtask 16.5 and deliver to COUNTY's Project Director the source code, configuration files, and unit test results for CalHEERS Modifications related to the LEADER System.

**A4.16.6 SUBTASK 16.6 – ENHANCEMENTS TO THE LEADER SYSTEM  
NECESSARY TO IMPLEMENT AND SUPPORT CalHEERS**

CONTRACTOR shall enhance the LEADER System in order to support the CalHEERS Modifications and the expected increase in cases and system usage. These enhancements must support the CalHEERS Modifications through the Term of this Agreement. The additional LEADER System resources shall include mainframe hardware and software, mid-range server hardware and software, storage, third party software, and print volumes necessary to meet the requirements of the CalHEERS Modifications.

CONTRACTOR shall perform system testing of the enhanced LEADER System to ensure existing LEADER System Software functionality continues to function.

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CONTRACTOR shall document the Errors detected, maintain an automated Error tracking log, and document corrective action taken. Tests shall be constructed to evaluate whether the CalHEERS Modifications meets all specifications as described in this Task 16.0.

CONTRACTOR shall provide to COUNTY copies of all test results and outcomes, and corrective actions taken during the testing of the LEADER System Software.

As part of Subtask 16.6, CONTRACTOR shall: (i) conduct performance modeling in accordance with the requirements defined in this Subtask 16.6, (ii) provide COUNTY with sufficient written information to enable COUNTY to determine whether LEADER System performance with the CalHEERS Modifications, meets all Specifications, including, without limitation, all service levels and (iii) provide COUNTY's Project Director with a written report of all performance modeling results. If there are any differences between the Specifications and the actual performance of the LEADER System with the CalHEERS Modifications, it shall be solely in the discretion of COUNTY's DPSS Director whether to proceed with the remaining tasks.

CONTRACTOR shall develop and execute performance modeling plan to provide a means of determining and measuring the performance and capacity of the enhanced environment. CONTRACTOR shall develop and execute a performance modeling plan that includes the following requirements:

- Analysis of current LEADER System capacity: (i) measurement of overall system resource usage, (ii) measurement of system resource by current workload, and (iii) measurement of components of all response times under peak load

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conditions.

- Assessment of future LEADER System growth during the Term of this Agreement, including, without limitation, impact on central processing, disk space, memory, and network bandwidth, based on prior LEADER System metrics and expected CalHEERS increases.
- Conduct performance modeling on the new hardware based on prior LEADER System metrics: (i) conduct system benchmarking test for LEADER System, (ii) measure system performance for all service level requirements, and (iii) make any changes necessary to meet or exceed the Specifications, including, without limitation, all service levels.
- CONTRACTOR shall provide COUNTY with written documentation of all performance modeling and capacity planning results for the LEADER System. CONTRACTOR shall provide a written discussion paper of how the enhancements will support the projected COUNTY caseload during the Term of this Agreement.
- CONTRACTOR shall demonstrate and document that all LEADER System Software scripts, tools, and utilities will perform as designed with the CalHEERS Modifications under simulated conditions.
- CONTRACTOR shall use a mix of transactions for the performance modeling to replicate a peak production period.

**A4.16.6.1 SUBDELIVERABLE 16.6.1 – CERTIFY DEVELOPMENT, TEST  
AND DISASTER RECOVERY SITE CalHEERS MODIFICATIONS  
ENHANCED ENVIRONMENT**

CONTRACTOR shall complete system testing of the enhanced development/test/disaster recovery environment in accordance with Subtask 16.6 and

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provide to COUNTY a written Certification Report as documentation to support completion of system testing. CONTRACTOR shall provide such report in accordance with the PCD.

**A4.16.6.2 SUBDELIVERABLE 16.6.2 – PERFORMANCE MODELING  
REPORT**

CONTRACTOR shall complete performance modeling for the LEADER System with the enhanced production environment in accordance with the requirements defined in Subtask 16.6 (Enhancements To The LEADER System Necessary To Implement And Support CalHEERS) and the PCD.

CONTRACTOR shall complete and provide to COUNTY a written Performance Modeling Report which documents the results of the performance modeling, including, without limitation, availability and response time results for the LEADER System based on capacity (including data, transactions, and users) projected for the Term of this Agreement.

**A4.16.6.3 SUBDELIVERABLE 16.6.3 – CERTIFY PRODUCTION SITE  
CalHEERS MODIFICATIONS ENHANCED ENVIRONMENT**

CONTRACTOR shall complete Subtask 16.6.3 and provide to COUNTY's Project Director a written certification that the additional LEADER System production resources necessary for the CalHEERS Modifications have been successfully installed and are fully functional in accordance with Subtask 16.6 and the PCD. This certification shall include a Live Test Evaluation Report for the production enhanced environment.

**A4.16.7 SUBTASK 16.7 CONDUCT SYSTEM AND REGRESSION  
TESTING FOR THE CALHEERS MODIFICATIONS**

CONTRACTOR shall perform LEADER System testing to systematically test all new functionality required by the CalHEERS Modifications and record and track all testing

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activities, including, without limitation, the correction and retesting of reported significant software discrepancies, and evaluate the test outcomes. CONTRACTOR shall document the software discrepancies and other errors detected, maintain an automated error tracking log, and document corrective actions taken. Tests shall be constructed to evaluate whether the CalHEERS Modifications changes meet all of the COUNTY-approved Specifications as described in Subtask 16.4 (Complete the CalHEERS Modifications Design Specifications).

Additionally, CONTRACTOR shall perform regression testing of the LEADER System Software to ensure CalHEERS Modifications do not have an adverse impact on the LEADER System.

CONTRACTOR shall provide to COUNTY copies of test results and outcomes and corrective actions taken during the system and regression testing of the CalHEERS Modifications and the LEADER System.

CONTRACTOR shall also calculate, by type (e.g., PowerBuilder, COBOL) and complexity, the actual number of programs and tables added or changed as a result of the CalHEERS Modifications.

**A4.16.7      SUBDELIVERABLE 16.7.1      SYSTEM AND REGRESSION TEST  
REPORT**

CONTRACTOR shall complete and provide to COUNTY a System and Regression Test Report for the CalHEERS Modifications as documentation to support successful completion of Subtask 16.7. The System and Acceptance Test Report shall be comprised of a list of all of the scenarios executed, the results, a list of any identified errors, and corrective actions taken.

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**A4.16.8 SUBTASK 16.8 CONDUCT INTEGRATION TESTING**

CONTRACTOR shall perform LEADER System integration testing, including interface testing with external systems, to test all new functionality required by the CalHEERS Modifications and record and track all testing activities, including, without limitation, the correction and retesting of reported significant software discrepancies as reported by COUNTY and State, and evaluate the test outcomes. CONTRACTOR shall document the software discrepancies and other errors detected, maintain an automated error tracking log, and document corrective actions taken. CONTRACTOR shall correct and retest significant software discrepancies as reported by COUNTY and State, and document corrective actions taken. CONTRACTOR shall evaluate and report the overall test outcomes to COUNTY. CONTRACTOR shall construct test plans to evaluate whether the CalHEERS Modifications changes meet all of the COUNTY-approved Specifications as described in Subtask 16.4 (Complete the CalHEERS Modifications Design Specifications).

**A4.16.8 SUBDELIVERABLE 16.8.1 INTEGRATION TEST REPORT**

CONTRACTOR shall complete and provide to COUNTY an Integration Test Report for the CalHEERS Modifications as documentation to support successful completion of Subtask 16.8. The Integration Test Report shall be comprised of a list of all of the scenarios executed, the results, a list of any identified errors, and corrective actions taken.

**A4.16.9 SUBTASK 16.9 COORDINATE USER ACCEPTANCE TESTING**

CONTRACTOR shall support LEADER System user acceptance testing by COUNTY, including interface testing with external systems, to test all new functionality required by the CalHEERS Modifications and record and track all testing activities, including, without limitation, the correction and retesting of reported significant software discrepancies as reported by COUNTY and State, and evaluate the test outcomes.

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CONTRACTOR shall document the software discrepancies and other errors detected, maintain an automated error tracking log, and document corrective actions taken. CONTRACTOR shall correct and retest significant software discrepancies as reported by COUNTY, and document corrective actions taken. CONTRACTOR shall evaluate and report the overall test outcomes to COUNTY. COUNTY shall construct user acceptance test plans to evaluate whether the CalHEERS Modifications changes meet all of the COUNTY-approved Specifications as described in Amendment 15.

CONTRACTOR shall provide to COUNTY copies of all test results and outcomes during the User Acceptance Testing of the CalHEERS Modifications to the LEADER System.

**A4.16.9 SUBDELIVERABLE 16.9.1 USER ACCEPTANCE TEST REPORT**

CONTRACTOR shall complete and provide to COUNTY a User Acceptance Test Report for the CalHEERS Modifications as documentation to support successful completion of Subtask 16.9. The User Acceptance Test Report shall be comprised of a list of all of the scenarios executed, the results, a list of any identified errors, and corrective actions taken.

**A4.16.10 SUBTASK 16.10 – UPDATE THE LEADER SYSTEM SOFTWARE DOCUMENTATION**

CONTRACTOR shall update the specific portions of the LEADER System Software Documentation defined in Subparagraph 3.29 (Software Documentation) of Paragraph 3.0 (Definitions) of the Base Agreement that have been impacted or affected by all changes under this Task 16.0. CONTRACTOR shall also provide COUNTY with one electronic copy of the latest version of the LEADER System Software.



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**A4.16.10.1 SUBDELIVERABLE 16.10.1 – UPDATED LEADER SYSTEM  
SOFTWARE DOCUMENTATION AND LEADER SYSTEM  
SOFTWARE**

CONTRACTOR shall complete Subtask 16.10 (Update the LEADER System Software Documentation) and provide to COUNTY's Project Director the latest version of the LEADER System Software in electronic form. CONTRACTOR shall also provide the updated and complete LEADER System Software Documentation, in both electronic and hard copy format, that includes all changes made to the LEADER System under this Task 16.0.

**A4.16.11 SUBTASK 16.11 IMPLEMENTATION OF THE CalHEERS  
MODIFICATIONS**

CONTRACTOR shall plan for the installation of the CalHEERS Modifications in the LEADER System production environment. Upon COUNTY's approval of Subdeliverables 16.9.1 (User Acceptance Test Report) and 16.11.1 (Implementation Plan), CONTRACTOR shall install such CalHEERS Modifications into the LEADER System production environment.

**A4.16.11.1 SUBDELIVERABLE 16.11.1 IMPLEMENTATION PLAN**

CONTRACTOR shall create an Implementation Plan for the promotion of the CalHEERS Modifications in the LEADER System production environment. The Implementation Plan must take into account CONTRACTOR tasks and resources, LEADER System production hours, COUNTY staff availability, and State of California CalHEERS schedules. It must identify resources and tasking required of COUNTY.

**A4.16.11.2 SUBDELIVERABLE 16.11.2 IMPLEMENTATION COMPLETION  
REPORT**

Upon COUNTY's approval of Subdeliverables 16.9.1 (User Acceptance Test Report)

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and 16.11.1 (Implementation Plan), CONTRACTOR shall install such CalHEERS Modifications into the LEADER System production environment.

CONTRACTOR shall provide an Implementation Completion Report to document the successful implementation of the CalHEERS Modifications into the LEADER System production environment. The Implementation Status Report must contain a summary of the actions performed during implementation, tests performed and results of such tests, problems encountered and resolved, and any issues that may remain outstanding and their resolution path(s).

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**PROJECT ASSUMPTIONS FOR CalHEERS MODIFICATIONS UNDER  
AMENDMENT NUMBER FIFTEEN**

1. Once COUNTY has approved a Requirements Specifications Document and Design Specifications Document, that approach for such task is "frozen." "Frozen" means that no new substantial initiatives, enhancements or policy changes will be included as part of the current task project scope other than in accordance with Paragraph 49.0 (Modification Notices and Amendments) of the Base Agreement.
2. On a monthly basis, CONTRACTOR and COUNTY will meet to review the status of the CalHEERS Modifications. CONTRACTOR shall provide COUNTY a written status update at the scheduled monthly meetings. Should a change in the scope of work be recommended or requested by either CONTRACTOR or COUNTY, both CONTRACTOR and COUNTY will render a final decision not later than four (4) Working Days after the parties consider the change. Should a project delay or change in scope of work cause a work extension to be recommended or requested by either CONTRACTOR or COUNTY, a final decision on how to proceed will be rendered by both CONTRACTOR and COUNTY within ten (10) Working Days. If no final decision is reached within ten (10) Working Days, either party may submit for dispute resolution under Paragraph 39.0 (Dispute Resolution) of the Base Agreement. If COUNTY and CONTRACTOR determine that an extension or change in scope of work is appropriate, a Modification Request will be initiated in accordance with Paragraph 49.0 (Modification Notices and Amendments) of the Base Agreement.
3. COUNTY AND CONTRACTOR have agreed that any Amendment Number Fifteen work activities to be performed by CONTRACTOR other than those

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specified in Exhibit A (Statement of Work) or in Attachment 22 (CalHEERS Modifications Requirements) to Exhibit A (Statement of Work) will be considered in good faith by the parties through the current Modification Request procedures set forth in Paragraph 49.0 (Modification Notices and Amendments) of the Base Agreement.

4. CONTRACTOR will continue to provide COUNTY with project management activities, such as quality assurance, risk management, configuration management, database administration, performance assessment, requirements tracking, etc., as established during the LEADER System software development phase of the LEADER Project.
5. COUNTY and CONTRACTOR test teams, working jointly, shall copy live cases, from the LEADER System production environment to the LEADER System testing environment for the Central Site in order to obtain a more diverse mix of test cases. The number of live cases to be copied will be determined jointly by COUNTY and CONTRACTOR based on each test scenario.

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**ATTACHMENT 22**

**CalHEERS MODIFICATIONS REQUIREMENTS**

**LEADER System Modifications**

CONTRACTOR shall make the necessary modifications and enhancements to the LEADER System to incorporate CalHEERS Modifications.

Detailed Amendment Number Fifteen Requirements were provided to CONTRACTOR in the LEADER Modification Request #1658. Using these requirements, the LEADER System shall be modified to incorporate CalHEERS related functionality including, eligibility determination and benefit computation, a new interface with the CalHEERS System, management reporting, client correspondence, and any other changes included in the requirements document.

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**Attachment 23:**

**Requirements Specifications Document Format**

Change#<#>

<TITLE> (<Program>) REQUIREMENTS

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**Attachment 24:**

**Design Specifications Document Format**

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Schedule Y - Schedule of Payments During Second Extended Option Term (May 1, 2011 - April 30, 2015)						
ITEM #	PRICE ITEM	FIXED HOURLY RATE PRICE	FIXED MONTHLY RATE PRICE	FIXED ONE-TIME PRICE	MAXIMUM ANNUAL PRICE	MAXIMUM TOTAL PRICE
1	Facilities Management/Operations and Telecommunications Fixed Monthly Rate Price and Total		\$1,410,000.00		\$16,920,000.00	\$67,680,000.00
2a	Application Software Modifications and/or Enhancements Fixed Hourly Rate Price and Total	\$105.00				\$40,320,000.00
2b	Application Software Modifications and/or Enhancements to develop a LEADER System interface with CMIPS II Fixed Hourly Rate Price and Total	\$105.00				\$1,999,095.00
2c	Application Software Modifications and/or Enhancements to incorporate SAR Fixed Hourly Rate Price and Total	\$105.00				\$3,675,000.00
3	Fixed Hourly Rate Price for Local Office Hardware Moves*	\$145.00				
4	Fixed One-Time Price for Installation of Each Additional Local Office Hardware Workstation or Laptop in the LEADER System (includes installation of all related (a) Local Office Software supplied by COUNTY and CONTRACTOR, (b) LEADER Application Software, (c) Application Software Modifications and/or Enhancements, and (d) cables, wiring and connectors, for such equipment)			\$145.00		
5	Fixed Hourly Rate Price for Installation of Each Additional Local Office Hardware Server, Printer, Switch, Router or Hub in the LEADER System* (includes installation of all related (a) Local Office Software supplied by COUNTY and CONTRACTOR, (b) LEADER Application Software, (c) Application Software Modifications and/or Enhancements, and (d) cables, wiring and connectors, for such equipment)	\$145.00				
6	CalHEERS Modifications (see Schedule Z of Exhibit G)					\$12,201,811.00

\*Fixed Hourly Rate Price shall commence upon CONTRACTOR's arrival at the Local Office Site; and said Fixed Hourly Rate Price shall cease immediately upon CONTRACTOR's completion of the requested service(s). No travel (mileage) charges shall apply.

Schedule Z - Schedule of Payments for CalHEERS Modifications During Second Extended Option Term				
SOW Ref#	DELIVERABLE	MAXIMUM PRICE	WITHHOLD AMOUNT	PAYMENT DUE
A4.16.1.1	CalHEERS Modifications Project Control Document	\$212,539.00	\$31,880.85	\$180,658.15
A4.16.2.1	Interface Requirements Specifications Document	\$458,686.00	\$68,802.90	\$389,883.10
A4.16.2.2	Application Requirements Specifications Document	\$458,686.00	\$68,802.90	\$389,883.10
A4.16.2.3	Functional / System Use Cases Document	\$393,160.00	\$58,974.00	\$334,186.00
A4.16.3.1	Updated Hardware and Software Requirements Document	\$225,757.00	\$33,863.55	\$191,893.45
A4.16.4.1	Interface Design Specifications Document for CalHEERS Modifications	\$648,397.00	\$97,259.55	\$551,137.45
A4.16.4.2	Application Design Specifications Document for CalHEERS Modifications	\$648,397.00	\$97,259.55	\$551,137.45
A4.16.5.1	Interface Code and Unit Test Development Artifacts	\$974,759.00	\$146,213.85	\$828,545.15
A4.16.5.2	Application Code and Unit Test Development Artifacts	\$974,759.00	\$146,213.85	\$828,545.15
A4.16.6.1	Certify Development, Test and Disaster Recovery Site CalHEERS Mod. Enhanced Environment	\$1,322,242.00	\$198,336.30	\$1,123,905.70
A4.16.6.2	Performance Modeling Report	\$395,247.00	\$59,287.05	\$335,959.95
A4.16.6.3	Certify Production Site CalHEERS Modifications Enhanced Environment	\$1,817,488.00	\$272,623.20	\$1,544,864.80
A4.16.7.1	System and Regression Test Report	\$1,185,348.00	\$177,802.20	\$1,007,545.80
A4.16.8.1	Integration Test Report	\$238,399.00	\$35,759.85	\$202,639.15
A4.16.9.1	User Acceptance Test Report	\$224,413.00	\$33,661.95	\$190,751.05
A4.16.10.1	Updated LEADER System Software Documentation and LEADER System Software	\$296,679.00	\$44,501.85	\$252,177.15
A4.16.11.1	Implementation Plan	\$201,031.00	\$30,154.65	\$170,876.35
A4.16.11.2	Implementation Completion Report	\$1,525,824.00	\$228,873.60	\$1,296,950.40

Totals: \$12,201,811.00 \$1,830,271.65 \$10,371,539.35